

## **DSA Terms of agreement For using the theory test trainer booking facility**

### **1. Introduction**

- 1.1 With the Trainer Booking Facility (TBF) you can, prior to submitting candidate and or vehicle details, book and pay for either; vocational, motorcycle, car, and ADI part 1 theory test appointments. Or vocational, motorcycle and car with trailer practical driving test appointments. This allows you to arrange training programmes for your pupils ending with a driving test appointment.
- 1.2 You must register with us as a business before you can register with us to use the facility. Information on how to register as a business can be found on [www.businesslink.gov.uk](http://www.businesslink.gov.uk) under 'Transport & Logistics/ Driving and motorcycle instructors link'.
- 1.3 Training organisations are only allowed one business registration, one arrangement for the theory test facility and one arrangement for the practical test facility. If we have reason to believe that you have more than one registration or arrangement for either the theory or practical test, all but one will be withdrawn.
- 1.4 Users must keep to the terms of this agreement to ensure this facility operates fairly for all. Failure to do so may result in the facility being suspended or withdrawn.
- 1.5 The trainer booking team based at Pearson VUE will be happy to discuss any concerns you may have about the administration of the facility. Contact details can be found on page six.

### **2. Definitions**

- 2.1 'DSA' or 'we', 'us' or 'our' refers to the Driving Standards Agency, an Executive Agency of the Department for Transport, responsible for carrying out theory and practical tests for cars, motorcycles, Large Goods Vehicles (LGV- medium sized or large vehicles; weighing from 3,500kgs), Passenger Carrying Vehicles (PCV - minibuses, buses & coaches), ADIs and others.
- 2.2 'Training organisation' or 'training organisations', 'you' or 'your' and 'users' refers to the bodies signed up to use the theory test Trainer Booking Facility (TBF / facility).
- 2.3 'Candidate' or 'candidates' refers to the individuals who attend a theory test centre for the purpose of sitting a test.
- 2.4 'Pearson VUE' or 'Pearson', 'Trainer booking team', 'them' refers to the contractor and the persons working for the contractor who co-ordinated the TBF on behalf of and in liaison with the DSA.

2.5 'Vocational' refers to LGV & PCV theoretical and or practical driving tests.

### 3. Licence entitlements

3.1 It's your responsibility to ensure the candidate has the appropriate licence entitlement for the test applied for. **For all licensing enquiries, please call the Driving and Vehicle Licensing Agency (DVLA) on 0300 790 6801.**

3.2 Users who consistently present candidates to test who do not have the appropriate entitlement for the theory test they are due to take, may have the facility suspended or withdrawn.

3.3 Any candidate who passed their category B or B automatic test **before** January 1997, their licence will already show C1, C1E (8.25 tonnes), D1, D1E (all not for hire or reward) as entitlement flowing from category B. Although these limited categories are included on their licences, if they want an EC/EEA entitlement to drive medium/large vehicles and minibuses/buses, they must apply for the appropriate provisional entitlement.

Once the provisional entitlement is shown on their licence, the candidate must apply for and pass a theory test, before applying for their practical test.

3.4 Candidates who hold a full motorcycle licence (A) **issued before** the 1<sup>st</sup> February 2001, will have received category B1 entitlement showing on their licence. Candidates with category B1 entitlement are exempt from taking the car (B) theory test ONLY.

3.5 Candidates who gained a full car licence (B) **after** the 1<sup>st</sup> February 2001 must sit and pass a motorcycle theory test and practical test to get a full motorcycle licence (A). Likewise, candidates who have gained a full motorcycle licence (A) after the 1<sup>st</sup> February 2001 must sit and pass a car theory test and practical test to get a full car licence (B).

3.6 Candidates who want to get a full motorcycle licence (A), who already hold a provisional motorcycle entitlement as a result of passing a car practical test only, **taken before** 1<sup>st</sup> February 2001, will need to sit and pass both the motorcycle theory and practical tests in order to gain this entitlement.

3.7 Candidates who want to get a full motorcycle licence (A), who have a full moped licence (P) **issued before** 1<sup>st</sup> July 1996 following a test and also have a full car licence (B), must sit and pass a theory test, before taking their practical test.

3.8 Candidates who want to get a full motorcycle licence (A), who have a full moped licence (P) **issued after** 1<sup>st</sup> July 1996 following a test and have also got a full car licence (B), are not required to pass a theory test before taking their practical test.

- 3.9 With the introduction of Driver CPC on 10<sup>th</sup> September 2008 for PCVs, the minimum age for a person to obtain a category D, D+E, D1 or D1+E licence was reduced to 18yrs, as long as they are working towards or pass the Driver CPC qualifications. Trainees must have a provisional entitlement on their licence and pass the relevant theory tests before taking the practical tests for this category.
- 3.10 With the introduction of Driver CPC on 10<sup>th</sup> September 2009 for LGVs, the above also applies to someone wanting to obtain a category C, C+E, C1 or C1+E licence.

#### 4. Applications for tests

- 4.1 Applications for **car & ADI part 1 theory tests can only be made via the internet** by a registered trainer booker. We will not make or amend any bookings on behalf of registered trainer bookers for the car and ADI part 1 theory tests.
- 4.2 Applications for motorcycles, LGV or PCV theory tests should be made via the internet where possible by a registered trainer booker. If you do not have access to the internet, bookings can be made over the phone for these categories of test only. Contact details can be found on page six.
- 4.3 Theory test appointments can be reserved up to three months in advance. DSA must receive a fee before an application can be processed.
- 4.4 All tests will be allocated on a first come, first served basis once the appointments have been opened up. No guarantee can be given about the availability of tests required. The number of appointments each training organisation can book for each category of test under the facility is currently restricted to 50 appointments for each organisation per trainer booker.
- You can apply to increase the number of available appointments for a category of test if required by your business. To do this, please contact the trainer booking team at Pearson VUE. Contact details can be found on page 6.
- 4.5 Candidates can be allocated to reserved appointments at any time, but no later than one clear working day before the appointment. If a candidate is not allocated to an appointment, the training organisation will forfeit their fee. One clear working day does not include a Sunday, Bank Holidays, the day that you contact us, or the day of the appointment. For example, a seat reserved for a Friday would have to be allocated on the previous Wednesday.
- 4.6 Candidates must have been named into the test appointment slots before they are due to arrive at the test centre, in compliance with 4.5 above and 5.3 to 5.5 below.
- 4.7 Once you have registered and have been set up with the TBF, you will be provided with an on line theory test user guide, detailing how to book tests.

You can then access the facility through [www.businesslink.gov.uk](http://www.businesslink.gov.uk); found under 'Transport & Logistics/Driving and motorcycle instructors/Use the trainer booking

facility links', then click on the link 'How to book theory tests using the trainer booking facility'; (this path is subject to change). Alternatively, you can use the search facility.

- 4.8 **The transfer of reservations between training organisations is not permitted under any circumstances.** Failure to comply with this rule will result in the trainer booking facility being either suspended or withdrawn from the organisation concerned.

## 5. Changes or cancellations

- 5.1 Only the registered trainer booker will be able to change or cancel a booking. Changes or cancellations can be made on the website, which is accessible 24 hours a day. If you need to contact us by phone, this must be done during office hours. Candidates named on a booking will not be able to change or cancel that booking.
- 5.2 Test cancellations must be made no later than three clear working days prior to the date of the appointment; otherwise, the fee will be lost. Three clear working days does not include a Sunday, Bank Holidays, the day that you contact us, or the day of the appointment. For example, a seat booked for a Friday would have to be cancelled on the previous Monday.
- 5.3 If you want to swap a candidate for a different candidate who already has a test slot, this change must be made no later than three clear working days before the appointment; otherwise you will lose your fee.
- 5.4 If you hadn't named a candidate into a test appointment slot, but then identified a candidate who could use this slot, you can 'buy back' the un-named slot if you request this inside the three-day cancellation period and immediately name a candidate.
- 5.5 If you continually cancel booked appointments, fail to name candidates in time, or make incorrect requests for test slots, your access to the TBF may be either suspended or withdrawn.
- 5.6 If you reserve test slots beyond three months using the details of a candidate and then cancel and re-book the slots using the TBF, your access to this facility may be suspended or withdrawn.
- 5.7 Saturdays are counted as a working day when working out the minimum period needed for customers to book, cancel, or amend a seat and to apply for compensation if their test was cancelled by us.

## 6. Changes or cancellations made by DSA

- 6.1 We make every effort to avoid cancelling tests. When this is unavoidable, we will contact you immediately to arrange another appointment.

## 7. Confirmation of appointments

- 7.1 We will confirm to you by **email only** all test bookings made either via the trainer booking website or by phone. Only the candidates booked into the appointment slots will receive a confirmation letter through the post.
- 7.2 **On receipt of the confirmation, you must check the test details.** You can check these on the trainer booking website when the tests have been named. This is accessed through [www.businesslink.gov.uk](http://www.businesslink.gov.uk). Details can be seen in either the 'booking status' or 'manage bookings' sections with the TBF.
- 7.3 You must tell the trainer booking team if there are any problems with your confirmation, within 24 hours of making a booking. If you do not notify them within this time, you may lose your fee, as we will assume the booking is fine.

## 8. Attendance at appointments

- 8.1 On the day of the test, the candidate must produce:

- a valid signed GB (or Northern Ireland) photocard licence – **both** the photocard licence and the paper counterpart **must** be presented;
- **or,**
- an old style valid signed GB (or Northern Ireland) paper driving licence and a valid passport.

The passport does not have to be a UK passport, but holders of non-UK passports should check that they are eligible to take a driving test in the UK.

- 8.1.1 The driving licence must give entitlement to take a theory test for the category booked.
- 8.1.2 Failure to present the correct identification on the day of the test will result in the candidate being unable to sit the test and the fee being lost.
- 8.2 Candidate's are asked to be at the test centre 15 minutes before the start of their test, to allow for check in. If the candidate is late, the invigilator may refuse to allow the candidate to take the test and the fee will be lost.
- 8.3 We will not rebook the test or accept responsibility for costs incurred by candidates who attend the wrong location, on the wrong date or at the wrong time. We will also not rebook the test or accept responsibility for costs incurred by candidates who are refused to test due to being booked under the wrong driving licence number.

## 9. Payment defaults

9.1 DSA takes a serious view of payment defaults. If you default on a payment for reserved appointments, we may cancel the test(s) concerned and may suspend or withdraw your access to the facility.

## 10. Suspension or withdrawal of the TBF agreement

10.1 Access to the TBF may be suspended or withdrawn if you are found to be:

- not keeping to any of the terms of this agreement
- operating using more than one business registration or TBF agreement
- supplying details of candidates who don't have the correct licence entitlement for the category of theory test booked
- transferring reservations between training organisations
- reserving slots beyond three months using the details of a candidate and then cancelling and re-booking the slots using the facility
- defaulting on payment(s)
- making requests for test slots with the intention of creating a monopoly by continually cancelling booked appointments, failing to name candidates in time, or making erroneous requests for test slots
- continually losing your security password(s).

## 11. Contacting us

11.1 Please visit the **businesslink.gov.uk** website for the following;

- information and application for business registration
- information and application for theory test TBF for all categories
- to access TBF for booking of car & ADI Part 1, motorcycle, LGV & PCV theory tests

11.2 For general enquires, or to trainer book motorcycle, LGV & PCV theory test **only** please phone;

0300 200 1122 (English)  
0300 200 1133 (Welsh)  
0300 200 1166 (hearing impaired)

For specific queries about trainer booking please ring the trainer booking team on:  
0300 123 3070

11.3 To contact us via post, please write to;

Driving Standards Agency  
Booking Department  
PO Box 381  
Manchester M50 3UW

Or you can email your query to [trainerbooker@pearson.com](mailto:trainerbooker@pearson.com).

11.3.1 For queries relating to the receipt of your declaration;  
Please email your query to [TTContracts@dsa.gov.uk](mailto:TTContracts@dsa.gov.uk) .

Or you can write to us at; Driving Standards Agency  
The Axis Building  
112 Upper Parliament Street  
Nottingham NG1 6LP

## 12. Declaration

12.1 Please complete and sign the following application, if you would like to be set up with the theory test TBF. This application also acts as a declaration. By signing and returning this application you are confirming you have read and understood the terms and conditions of this agreement, concerning the operation and use of the TBF.

12.2 DSA reserves the right to amend these terms and conditions of agreement, or to withdraw the TBF at any time.

12.3 Please return your application form to the following address:

Driving Standards Agency  
Theory Test Contracts Team  
The Axis Building  
112 Upper Parliament Street  
Nottingham NG1 6LP

### Application to trainer book theory tests

Business name

Business address

Post code

Contact name

Job title

Phone number

Mobile number

Fax number

Email address

Registered business ID number

Date obtained (dd/mm/yy)

Please indicate below which categories of test you would like to be able to trainer book:

Car  PCV

Motorcycle  ADI Part 1

LGV

Signature  Date

Name (capitals)

(Please return this form to the address shown above)